CUSTODIAL AGREEMENT

2023-2025

Between

St. Cloud Area School District 742
St. Cloud, Minnesota

and

International Union of Operating Engineers

Local No. 49

*Representation of this unit was transferred to Minnesota School Employees Association (MSEA), St. Paul Minnesota, effective January 17, 2025.

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ARTICLE I – PURPOSE

THIS AGREEMENT, entered into between the School Board of St. Cloud Area School District 742, St. Cloud, Minnesota hereinafter referred to as the School District, and the International Union of Operating Engineers Local 49, hereinafter referred to as Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for the maintenance/engineering personnel during the duration of this Agreement.

ARTICLE II – RECOGINTION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition. In accordance with the P.E.L.R.A., the School District recognizes the International Union of Operating Engineers Local 49, as the Exclusive Representative for the custodians, custodial/engineers, mechanics, warehouse persons, grounds keepers, maintenance repair person, carpenter, district delivery person and any combination thereof employed by the School District, which Exclusive Representative, shall have those rights and duties as prescribed by the P.E.L.R.A., and as described in the provisions of this Agreement.

Section 2. Appropriate Unit. The Exclusive Representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section 2 of the Agreement and the P.E.L.R.A. and in certification by the Commissioner of Mediation Services, if any.

ARTICLE III – DEFINITIONS

Section 1. Terms and Conditions of Employment. Shall mean the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits other than School District employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, staffing ratios, and the School District's personnel policies affecting the working conditions of the employees. In the case of professional employees the term does not mean educational policies of a school district. "Terms and conditions of employment" is subject to the provisions of PELRA. In the case of school employees, the "terms and conditions of employment" includes adult-to-student ratios in classrooms, student testing and student-to-personnel ratios.

Section 2. Description of Appropriate Unit. For purposes of this Agreement, the term "maintenance/engineering personnel" shall mean all persons in the appropriate unit employed by the School Board in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week, or thirty-five percent (35%)of the normal work week in the employees appropriate unit, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year, and emergency employees.

Section 3. Start Date. The start date for a new employee shall be the first date of continuous employment in the custodial unit.

Section 4. Other Terms. Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV – SCHOOL DISTICT RIGHTS

Section 1. Inherent Managerial Rights. The Exclusive Representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection of personnel, and direction of personnel.

Section 2. Management Responsibilities. The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

Section 3. Effect of Laws, Rules and Regulations. The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School District rules, regulations, directives and orders, issued by properly designated officials of the school district. The Exclusive Representative also recognizes the right, obligation and duty of the School board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement, and recognizes that the School District, all employees covered by this agreement, and all provisions of this Agreement are subject to State and Federal law. Any provisions of this Agreement found to be in violation of any such laws, rules, regulation directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights. The foregoing enumeration of District rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V – EMPLOYEES RIGHTS

Section 1. Rights to Views. Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her Representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same

is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative.

Section 2. Right to Join. Employees shall have the right to form and join labor or employee organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

Section 3. Request for Dues Check Off. Employees shall have the right to request and be allowed dues check off for the employee organization of their selection, provided that dues check off and the proceeds thereof shall not be allowed any employee organization that has lost its right to dues check off pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization. Members of Local 49 may request, in writing, to have dues deducted monthly from regular salary payments and such deductions will be made in the Business Office of the School District and forwarded monthly to Local 49. Deductions may be terminated by the employee by giving thirty (30) days written notice to the School District Business Office to stop deductions.

The Employer agrees that it will make deductions from each paycheck covering membership dues and initiation fees that may hereafter become due to the Union for any of the employees covered under this Agreement; provided the Union requests such deductions and accompanied such requests with properly and legally executed assignments authorizing such deductions in accordance with applicable law. The Union will inform the Employer as to the amount of membership dues and initiation fees.

ARTICLE VI – HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week. The standard workweek for full time employees shall consist of five consecutive days of 8 ½ hours including a one-half hour unpaid mandatory lunch period. Employees will be paid for hours worked. Shift assignments shall begin and terminate at such times as are assigned by the School District.

Section 2. Basic Work Year. The regular work year for each employee shall be prescribed by the School District.

Section 3. Part-time or Temporary Employees. The School District reserves the right to employ such personnel as it deems necessary on a part-time or temporary basis.

Section 4. Shifts and Starting Time. All employees will be assigned starting times and shifts as determined by the School District.

Subd. 1. Shifts. For ordinary purposes, the workweek shifts for custodians shall be as follows:

Elementary and Quarryview

A Shift	5:30 a.m. – 2:00 p.m., with a 30-minute meal break
Lunch Shift	10:00 a.m. – 6:30 p.m., with a 30-minute meal break
B Shift	2:00 p.m. – 10:30 p.m. with a 30-minute meal break

Secondary, KJEC, REC, DAO

A Shift	6:30 a.m. – 3:00 p.m., with a 30-minute meal break
Lunch Shift	1:00 p.m. – 9:30 p.m., with a 30-minute meal break
B Shift	3:00 p.m. – 11:30 p.m. with a 30-minute meal break

Subd. 2. Shift Change. The School District may make a temporary change in an employee's shift provided the change does not last for more than six months. Except in the case of an emergency, the School District will provide at least forty-eight (48) hours notice in advance of a change. The School District will have the discretion to modify weekday shifts up to two (2) hours and weekend shifts up to four (4) hours without posting the position. Shift changes may not otherwise be made without posting.

Section 5. Lunch Period and Breaks. Employees working 20 or more hours per week shall be provided an unpaid duty-free lunch of not less than 30 minutes. Employees will also receive a paid 15-minute break during every four hours of work.

Section 6. School Closing. In the event that school is closed for any reason and the School District does not require employees to perform services, employees shall be compensated as follows:

Subd 1. In the event school is closed for a full day, the School Board will have the authority to determine if, how, and when such time will be made up. If make-up time is required by the School Board, employees of this unit who did not work on the closed day shall have their pay reduced accordingly. If make-up time is not required by the School Board, there shall be no reduction in pay.

Subd. 2. If any employees from this unit are required to work on a day that school is closed (including for a weather related Flexible Learning Day) and the school board does not require a make-up day of instruction, employees who worked during the closed school day will receive an extra day of vacation to be used during the fiscal year in which it was earned.

Subd. 3. If any employee reports to work prior to a full day closing announcement, the employee shall be paid for time worked or two hours of compensation, whichever is greater.

Subd. 4. In the event of a late start, employees are expected to report at the regular time or when conditions permit. Employees may report up to two hours later than their regular report time as needed to accommodate safety or child-care concerns without any pay deduction. If an employee's regular report time

is later than the two-hour late student start time for their assigned school, the employee should report at their regularly scheduled time. Employees who report after the two-hour late start time will receive the appropriate accumulative leave or pay deduction for time missed.

Subd. 5. If school is closed early and employees are sent home, employees will receive pay for their regularly scheduled shift on that day.

Subd. 6. An employee scheduled for a pre-approved vacation day on a day of school closing, shall not be charged with the use of a vacation day.

Subd. 7. In the event that the School District is closed for a full or partial day, employees may use accumulative or other paid leave time to make up for any hours lost. If an employee does not have paid leave time available, the employee will receive a pay deduction for the hours lost.

Note: See 2023-2024 School Closing Plan - Flexible Learning Days Attached as Appendix B for work provisions on Flexible Learning Days.

Section 7. Emergency Schedules and Assignments. In the event of an energy shortage, severe weather, pandemic or other emergency, the School District reserves the right to modify the school day, employee schedules and/or building assignments as the School District shall determine is in the best interests of the District, but with the understanding that the total number of hours per week shall not be increased or decreased for employees available and reporting for work.

ARTICLE VII – COMPENSATION

Section 1. Rates of Pay. For the 2023-2025 contract period employees will be compensated as follows:

Subd 1. New Employees. New employees to the Custodial unit shall be hired at the starting Pay Level set forth for “New Employees” in Appendix A.

Subd 2. Current Employees.

2023-2024
Employees with a start date prior to June 1, 2023, shall receive an increase in their hourly pay as follows:

Employees in Class 1-4 shall receive a 4.75% increase. In addition, employees with start dates between January 1, 2013 and December 31, 2022, shall receive an additional “compression adjustment” of 2.00%.

Employees in Class 5-7 shall receive an increase of 4.75% or the new starting rate for their lane, whichever is greater.

2024-2025
All employees with a start date prior to January 1, 2024, shall receive a pay increase of 3.25%.

Subd. 3. Change in Classification. Employees who change positions, upon approval of the School District, resulting in a change in classification, shall have the difference between the starting pay rate of the existing classification and the starting pay rate of the new classification (as found in New Employee Pay Levels in Appendix A) added to or subtracted from their hourly pay rate.

e.g. If an employee moves from a position in Class 1 to a position in Class 5 and the difference in the starting pay between those lanes is $2.75, the employee's new pay in Class 5 would be equal to his/her current pay in Class 1 plus $2.75.

Section 2. Successor Agreement. In the event a successor agreement is not entered into prior to July 1, 2025, an employee shall remain at the same pay level as compensated during the 2023-2025 contract year until a successor Agreement is reached.

Section 3. Time Records. Employees are responsible to submit accurate time records to the appropriate unit administrator for all hours worked during a pay period according to the required schedule in order to receive pay on scheduled pay dates. Falsification of time records may be cause for discipline up to and including termination.

Section 4. Overtime.

Subd. 1. Employees will be compensated at the overtime rate of time-and-one-half (1 ½ times) the employee's regular rate of pay for all hours worked over eight (8) hours per day or forty (40) hours during the calendar week. For purposes of this paragraph, paid holiday hours will be included in the calculation of hours worked for the week. The regular rate of pay will include differentials, license pay, or other regularly earned compensation.

Subd. 2. All work performed on recognized holidays pursuant to section IX of this contract will be paid at the overtime rate of double (2 times) the employee's regular rate of pay.

Subd. 3. If it is necessary to assign extra time involving overtime pay, the assignment will be rotated through all qualified members of the bargaining unit who sign up for overtime work. Overtime volunteer lists will be developed for each building and for the District as a whole. Offers of overtime assignments will be rotated within each building using the building sign up list. If an employee rejects an overtime assignment, the engineer will move to the next employee on the volunteer list in sequence. If no employee on the building list accepts the assignment, the head engineer will access the District-wide volunteer list. If no volunteers are available to accept the assignment, or if available volunteers do not have the qualifications, training or experience necessary for the assignment, the School District reserves the right to assign overtime as necessary in a fair and equitable manner.

Section 5. Call Back and Building Check and Emergency Snow Removal Pay. Any off-duty employee called in to work by the School District, not contiguous with the employee's regular shift, shall receive call-back pay for actual hours worked but not less than two (2) hours plus mileage. Pay for such hours shall be at the overtime rate when applicable as provided in Section 4 hereof.

Section 6. Licenses. Members of the bargaining unit who are regularly employed as engineers and are required to hold a current license or certification, shall comply with the following:

Subd. 1. Positions required to hold boiler licenses must obtain their license or certification within 60 days of meeting the eligibility requirements or they will be subject to termination. Failure of an employee to maintain a current license or certification will result in a written reprimand and/or suspension without pay. Continued failure to maintain a current license or certification will be grounds for termination.

Subd. 2. License and Certification Requirements.

a. Special License: Employee must past the State license examination.

b. Second Class: Employee must have a Special License and work under a 1st Class operator or higher for at least one year.

c. 1st Class License: Employee must have a Second-Class license or higher and work under a 1st Class operator for an additional 2 years.

d. Chief's License: Employee must have a 1st Class License or higher and must work under a Chief operator for an additional two years.

e. Certified Pool Operator: Employee must complete 16 hours of training every 5 years. The cost of training and certification shall be paid by the School District.

Subd. 3. Boiler licenses are the responsibility of the employee and shall be acquired and maintained at the employee's own expense.

Section 7. Longevity Pay. Effective January 1, 2020, longevity pay shall be per hour and added to the top step of the appropriate schedule as follows:

Additional Amount Per Hour	**2023-2025**
After 3 years of continuous service	$ .25
After 5 years of continuous service	$ .75
After 10 years of continuous service	$ 1.25
After 15 years of continuous service	$ 1.55
After 20 years of continuous service	$ 2.05
After 25 years of continuous service	$ 2.50

Longevity pay shall be effective on July 1 or January 1 of each year following completion of the prescribed years of continuous service in an hourly position in the district.

Section 8. Weekend Differential. A regular full-time employee who is assigned Saturdays and/or Sundays as part of their regular five-day consecutive assignment will be compensated for Saturday or Sunday work hours at an additional $0.40 per hour.

Section 9. Certification Pay. Effective January 1, 2020, an employee who holds any of the following certifications shall receive additional pay added to the employee's regular hourly rate of pay:

Chief	$ 0.40
1st Class	$ 0.30
2nd Class	$ 0.20
Special	$ 0.10

To be eligible for certification pay under this paragraph employees must provide proof of certification to their Supervisor.

Section 10. Temporary Reassignment.

Subd. 1. An employee who is temporarily reassigned to a higher pay classification for three (3) or more consecutive days shall have the difference between the pay rate of the existing classification and the pay rate of the new classification (as found in New Employee Pay Levels in Appendix A) added to or subtracted from their hourly pay rate, retroactive to the first day of the assignment.

Subd. 2. When an employee from Class 1 is assigned by the School District to temporary snow removal duties (other than doorways or sidewalks), the employee shall receive additional compensation of $1.00 per hour with prior approval by their Supervisor. Prior approval must be received when it becomes necessary for an employee to perform special services.

ARTICLE VIII – GROUP INSURANCE

Section 1. Selection of Carrier. The selection of the insurance carrier and policy shall be made by the School District after reviewing the recommendations of the Labor Management Committee composed of bargaining group and other employee representatives.

Section 2. Eligibility.

Subd. 1. Eligibility. To be eligible for benefits under this Article, an employee must be regularly employed at least 30 hours per week.

Subd. 2. Determination of Eligibility. An employee's eligibility for participation in insurance benefits under this Article will be based on their assigned schedule during the first month of the school year, or at the time of hire if hired later in the school year. A reduction in hours resulting from a change in an employee's assignment by the School District based on shortage of work or funding, shall not

affect the employee's eligibility for insurance contributions from the School District for the remainder of the School Year.

Subd. 3. Ineligible Employees. An employee who is regularly employed less than 30 hours per week shall not be eligible for the benefits of this Article. Upon termination of employment, an employee is no longer eligible for participation in School District insurance plans effective the last day of the month following the date of termination.

Section 3. Medical Insurance Plan.

Subd. 1. The District will provide group health insurance pursuant to the provisions established below. It is understood that the District's only obligation is to pay such amounts as provided by the plan documents and agreed to herein and no claim will be made against the District as a result of a denial of insurance benefits pursuant to the provisions of the plan.

Subd. 2. Pursuant to the plan documents, the District will provide a high deductible health insurance plan for single and family plans. Plan coverage summaries will be provided to all participating employees.

Subd. 3. HRA Contribution: The district will provide a Health Reimbursement Account for all eligible and participating employees that will be available to fund expenses relating to deductibles or co-pays under the plan. The plan year shall run from October 1 through September 30 of each year and HRA contributions will be funded on October 1 at the levels set forth below:

1) The District shall contribute $1,000 per employee carrying single coverage, and $2,000 per participating employee carrying dependent coverage.

2) New employees starting service after the beginning of the plan year in October will receive an HRA contribution prorated by month based on the month of their first date of service. Substitute or temporary employees will not be eligible for an HRA contribution.

3) Employees eligible for Employee Married to Employee (EME) coverage pursuant to Subd. 6., below, will receive an HRA contribution of $1,500 for each employee if in single coverage plans or $3,000 to the employee carrying a dependent coverage plan.

4) Employees will be allowed to roll over unused HRA dollars year-to-year up to a cap of two times the deductible for the selected single or dependent plan. At no time will an employee have access to HRA dollars in excess of the cap.

5) An employee eligible for retirement benefits at the time of separation from the District shall have one year to spend down any balance in the employee's HRA account pursuant to the provisions of the plan.

Subd. 4. Single Coverage. Effective October 1, 2023, the School District shall contribute a sum of not to exceed $615.00 per month toward the premium for individual coverage for each eligible employee who qualifies for and is enrolled in a School District single group health and hospitalization plan. The district reserves the right to make additional premium contributions for any individual employee to meet the health care affordability requirements of state or federal law.

Subd. 5. Family Coverage. Effective January 1, 2022, the School District shall contribute a sum of not to exceed $1,039.00 per month toward the premium for dependent coverage for each eligible employee who qualifies for and is enrolled in a School District family health and hospitalization plan.

Subd. 6. Employee Married to Employee. For any member of this bargaining group qualifying for health and hospitalization coverage under this Article, whose spouse is also a School District employee qualifying for health and hospitalization coverage, the School District shall contribute a sum not to exceed the premium for two fully paid single insurance plans, or one fully paid dependent insurance plan for employees with eligible dependents, for the full contract year.

Section 4. Dental Insurance. The School District shall contribute a sum of not to exceed $23.85 per month toward the premium for single coverage, and $66.70 per month toward the premium for dependent coverage, for each eligible employee who qualifies for and is enrolled in a single or family School District group dental plan.

Section 5. Long Term Disability. The School District shall provide a group long term disability insurance program and will pay the cost of the premium for each employee eligible for benefits under this Article. The School District will pay up to $500.00 per month toward the health and hospitalization insurance premium for an employee enrolled in a district health insurance plan and qualifying for long term disability benefits for a period not to exceed 17 months. An employee is not eligible for paid sick leave while receiving long term disability insurance benefits.

Section 6. Life Insurance. The School District shall provide $50,000.00 in life insurance coverage for each employee eligible for benefits under this article and pursuant to the terms of the School District insurance policy. Employees may purchase additional insurance in units of $10,000 up to a maximum of $100,000. Premium payments shall be the responsibility of the employee and made by salary reduction.

Section 7. Insurance Work Year. Employees electing district insurance coverages will be eligible for insurance contributions from the District as follows:

Subd 1. Starting Date of Insurance. An employee whose first day of continuous employment with the District begins on or before the 15th day of the month will be eligible for insurance on the first day of continuous employment. The Employee will be responsible for the full employee portion of the premium for that month and the District will be responsible for the full employer contribution for that month.

An employee whose first day of continuous employment with the District begins

after the 15th day of the month will be eligible for insurance and District contributions to premiums on the first day of the following month. An employee wishing to be immediately eligible for insurance coverage on their first day of continuous employment with the District may elect to begin coverage as of their first day of continuous employment and shall be responsible for 50% of the total monthly insurance premium without contribution from the District.

Subd. 2. Summer Insurance Contributions for School Year Employees. A regular employee who is in active service for at least sixty (60) continuous working days of the school year and is in paid status or on an approved medical leave for an FMLA qualifying event as of the last contract day of the school year, will be eligible for continuing insurance coverage during June, July and August following the school year, with the District and employee making the full scheduled premium contribution for those months.

An employee who terminates employment before the end of the school year (i.e. their last scheduled workday) shall not be eligible for District contributions to insurance premiums during June, July or August, and will be responsible for the full insurance premium if they elect to continue coverage in any insurance plans.

Subd. 3. Insurance Contributions During Unpaid Leave. Employees who are absent from work and in unpaid status in any month of the school year (September through May) will be responsible for both the District and the Employee contribution toward the monthly insurance premium for any month that they are not in active status for at least ten (10) paid days. Employees that are absent for a qualifying medical event under the Family Medical Leave Act (FMLA), and who are considered an eligible employee under the FMLA, shall receive the District contribution to their health insurance plan during an approved medical leave as required by the FMLA.

Subd. 4. Collection of Employee Share of Premium Contributions. The employee share of any premium costs will be paid through payroll deduction. Eligible employees who are required to pay any portion of their premium for group insurance benefits other than through payroll deductions, will submit a check payable to the District, pursuant to District procedures and timelines. If payment is not received as required, coverage will terminate at the end of the month. An employee starting after the 15th of the month that elects immediate coverage shall have the option to have the 50% of the total monthly premium prorated over the remaining pay periods that year and paid by payroll deduction or may pay by check.

Subd. 5. Duration of Insurance Contribution. An employee is eligible for School District contributions as provided in this Article as long as an employee is employed by the School District. Employees whose employment terminates during the school year will be eligible for insurance and district contributions to insurance through the end of the month in which they terminate provided they pay the employee portion of the insurance premium for that month. Otherwise, the employee's insurance will terminate as of the last day of employment.

Section 8. Claims Against the School District. The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 9. Medical Insurance for Retirees. Employees in this unit who are covered by a School District health and hospitalization plan at the time of retirement may continue in the plan at their own expense up to the age of 65, or longer as provided by Minnesota Law. Premium payments must be received in the Human Resources Office of the School District by the 1st day of the month of coverage.

ARTICLE IX – HOLIDAYS AND VACATIONS

Section 1. Paid Holidays.

Subd. 1. Eligibility. Holiday benefits as defined in this section shall apply to all full-time twelve-month employees. Part-time employees working at least 30 hours per week for 12 months will receive pro-rata vacation pay under this section. Part-time employees working less than 30 hours per week or less than 12 months per year shall not be eligible for any benefits under this section. Holiday benefits shall not apply to substitute or temporary employees.

Subd. 2. Paid Holidays. Eligible employees shall be granted the following paid holidays, which occur during their duty year:

1. Independence Day
2. Labor Day
3. Friday of MEA
4. Thanksgiving Day
5. Day after Thanksgiving
6. December 24
7. December 25
8. New Year's Eve Day
9. New Year's Day
10. Martin Luther King Day
11. Spring Break Friday
12. Memorial Day
13. Juneteenth Day

In addition, employees are entitled to two (2) floating holidays per year which are to be used on non-student contact days unless otherwise approved by the employee's Supervisor, Principal or Director in consultation with Human Resources. Floating holidays may not be carried from year to year and will be prorated one (1) floating holiday for the first year of employment for employees hired after January 1st.

Subd. 3. Weekends. Any holiday that falls on a weekend will be observed on a day established by the School District, typically on the Friday preceding or the Monday following the holiday.

Subd. 4. School in Session. The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof after consultation with the Custodial Labor Management Committee.

Subd. 5. Application. In order to be eligible for holiday pay, an employee must have worked a regular work day the day before and the day after the holiday unless on an excused absence, or on approved vacation pursuant to this Article.

Section 2. Vacations.

Subd. 1. Eligibility. This section shall apply only to full-time, twelve-month employees. Part-time employees working at least 30 hours per week will earn pro-rata vacation pay. Part-time employees working less than 30 hours per week shall not be eligible for benefits under this section. Vacation benefits shall not apply to substitute or temporary employees.

Subd. 2. Earning of Vacation. Vacation time shall be earned as follows:

First five years of service	10 days per year (6.66 hours per month)
6 through 15 years of service	15 days per year (10 hours per month)
16 of service and thereafter	21 days per year (14 hours per month)

Subd. 3. Accrual. Vacation time begins to accrue as of the first date of employment and is posted in hours each pay period. Earned vacation time is not available for use until posted. Employees may accrue and carry over up to 120 hours of vacation time from year to year. Unused vacation time over 120 hours is lost.

Subd. 4. Deduction. The School District shall make deductions from vacation leave equivalent to the actual time absent to the nearest 15-minute increment, with a minimum deduction of one hour.

Subd. 5 Scheduling. Vacations may be taken at any time during the contract year subject to the needs of the School District provided they are requested at least five (5) days in advance and approved by the Supervisor or designee. The Supervisor or designee may consider and approve requests for vacation with less than 5 days notice based on district needs. Employees eligible for 120 hours or more of vacation may be required to take vacation in two or more non-consecutive periods. In order to support critical district services, the School District reserves the right to

enforce limits on the number of employees from this unit using vacation leave per day. Vacation requests will generally be considered in the order they are received and with consideration for building and/or district staffing needs.

Subd. 6. Termination of Employment. An employee who has completed at least one (1) full year of service and who voluntarily terminates employment with at least two weeks written notice, or whose employment is terminated due to death or disability, shall receive payment for unused vacation time. An employee who is terminated for cause shall not be eligible for vacation payout.

ARTICLE X – LEAVES OF ABSENCE

Section 1. Accumulative Leave.

Subd. 1. Eligibility. Benefits defined in this article shall apply to all full-time twelve-month employees. Part time employees working at least 30 hours per week for 12 months will receive pro-rata benefits under this section. Part-time employees working less than 30 hours per week or less than 12 months per year shall not be eligible for any benefits under this section.

Subd. 2. Accrual. Accumulative leave shall be earned at a rate of 8 hours per month, prorated for part-time employees based on their regular hours per day, and accrued accumulative leave time will be posted each pay period. Accrual of accumulative leave shall be carried over from year to year up to sixty (60) days, and shall be available for leaves under this Article.

Subd. 3. Approval. Approval for the use of accumulative leave for absences under this Article will be consistent with the provisions of the leave policies and procedures of the School District. It is the responsibility of the employee to notify his/her supervisor of a requested absence as far in advance as possible by submitting a request for time-off through the time-keeping system.

Subd. 4. Deduction. Approved absences under this Article will be deducted from accrued accumulative leave when available or by pay deduction when accumulative leave is not available. The School District shall make deductions from accumulative leave equivalent to the actual time absent to the nearest fifteen (15) minute increment.

Subd. 5. Restricted Unpaid Time-Off. Employees who have exhausted their accumulative leave days will not be authorized for leave without pay except in unusual or emergency circumstances, and then only with approval from their supervisor and Executive Director for Human Resources or designee. Use of restricted unpaid time off resulting in absenteeism may be grounds for discipline.

Section 2. Sick Leave.

Subd. 1. Sick Leave shall be allowed by the School District whenever an employee is absent due to illness or injury that prevented his/her attendance and performance of duties on that day.

Subd. 2. Medical Certification. The School District may require an employee to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness or injury, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District.

Subd. 3. Illness of a Child. Sick leave may be used for the illness of an employee's child (includes step-child), subject to the provisions of Minn. Stat. §181.9413.

Subd. 4. Family Illness Leave. Sick leave may be used for serious illness of an employee's spouse, adult child, parent, step-parent, sibling, grandparent, grandchild (includes step-grandchild), father-in-law, mother-in-law, son-in-law or daughter-in-law. Employees who exceed 5 days of absence for serious illness in the immediate family may be required to furnish a medical certificate indicating that a member of their family had a serious illness.

Subd. 5. Long Term Disability. Employees eligible for long-term disability will not receive sick leave pay beyond 90 calendar days.

Subd. 6. Sick Leave Bank. The School District shall permit members of this bargaining unit with more than forty-five (45) accumulative leave days to donate up to three (3) accumulative leave days per year to a colleague who has exhausted sick leave and vacation time due to a long-term illness or disability.

Each donated day shall have a value of one-for-one of a sick leave day. The bargaining unit member donating days under this subdivision may not donate a number of days which reduces the employee's accumulative leave balance below forty-five (45) days.

The number of donated sick leave days which a member of this bargaining unit may receive is limited to the number of days donated, but may not continue beyond the receiving member's eligibility for long term disability.

Section 3. Bereavement.

Subd. 1. Up to five (5) days of bereavement leave per incident shall be allowed for death in the employee's immediate family. The immediate family includes: spouse, parent, child, grandchild, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, spouse's grandparents, uncles, aunts, nephews, nieces, corresponding step-persons, and

persons for whom they are legally responsible to make decisions. All absences for bereavement leave will be deducted from accrued accumulative leave.

Subd. 2. In the sole discretion of the Superintendent, an employee may be granted additional days of bereavement leave in the case of extreme circumstances.

Section 4. Child Care Leave.

Subd. 1. A child-care leave may be granted by the School District, subject to the provisions of this section. Child-care leave may be granted for the birth or adoption of a child or children, or because of the need to provide parental care for a child or children of the employee for an extended time.

Subd. 2. Written Request. All requests for child-care leave must be submitted in writing thirty (30) days prior to the anticipated commencement of the intended leave. The request will indicate the proposed commencement and termination dates for the intended leave. In the event of an emergency, the School District has the right to waive or adjust the prior notification requirement.

Subd. 3. Commencement of Leave. Leave under this section will commence upon home placement of an adopted child or immediately after disability, or at a natural break in the school year prior to the birth or home placement of the child, or at such other date mutually agreed upon between the employee and the School District.

Subd. 4. Duration of Leave. In making a determination concerning the duration of a child care leave, the School District shall not, in any event, be required to:

a) Grant any leave more than twelve (12) months in duration.
b) Permit the employee to return to his or her employment prior to the date designated in the request for child-care leave.

Subd. 5. Unpaid Leave. Leave under this section shall be without pay, however, an employee may use any accrued paid leave that is available. Insurance benefits may be continued at the option and expense of employee.

Subd. 6. Return from Leave. An employee returning from child-care leave will be returned to his/her previous position or to another comparable position for which he or she is qualified. An employee returning from a child-care leave of less than six months will be returned to his or her previous position.

Section 5. Special Leave.

Subd. 1. Special leave, not to exceed two days per year, may be granted to members of the bargaining unit. Special leave is to be used for personal business that cannot be consummated outside the school day without undue hardship. Special leave is not granted for purposes of recreation, vacation or outside gainful employment except that which is incidental in the pursuit of a school related activity.

Subd. 2. All absences under this section must be approved in advance. Leave used shall be deducted from the employee's accumulative leave.

Subd. 3. Requests for Special Leave shall be made to the Supervisor and to the Executive Director of Human Resources or designee with reasonable notice in advance of the anticipated absence.

Subd. 4. Examples of legitimate claims for special leave will include, but are not limited to the following:

a) Matters relating to settlement of an estate in which person has legal interest.
b) Urgent legal matters of the employee or of a member of his/her immediate family that require the employee's attention.
c) Pallbearer or attendance at funeral services for persons for whom the staff member feels a moral obligation and which is not covered in other leaves of absences.
d) Weddings in the family or an attendant at a wedding.
e) Compelling reasons resulting for a natural disaster.
f) Family crisis not covered by other leaves of absence.
g) Other emergencies beyond the employee's control.

Section 6. Jury Duty Pay. All employees required to serve on jury duty shall be paid by the School District the difference between their regular pay and jury duty pay. In implementing this section, the School District shall continue to pay the employee the regular rate of pay and the employee shall be obligated upon receipt of the jury duty pay from the governmental agency to immediately remit the check endorsed payable to the School District. Absences under this section will not be deducted from accumulated leave.

Section 7. Workers' Compensation.

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation receive pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay, to the extent of the employee's earned accrual of sick leave and/or vacation pay.

Subd. 2. A deduction shall be made from the employee's accumulated vacation or sick pay leave accrual time according to the pro rata portions of days of sick leave or vacation time which is used to supplement Workers' compensation.

Subd. 3. Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall work cooperatively with Human Resources to have any paid leave amounts coordinated with any payment from Workers Compensation.

Section 8. Unpaid Leave of Absence. At the sole discretion of the School District, an employee of this bargaining unit may be granted a leave of absence without pay for purposes not otherwise addressed under this Article. Requests for such leaves shall be submitted in advance of the leave to the Superintendent. The leave request shall include the proposed commencement and termination dates of the leave. An employee returning from a leave of absence under this section for less than ninety (90) days will be returned to his or her previous position. An employee returning from a leave of absence after more than ninety (90) days will be returned to his or her previous position or to another comparable position for which he or she is qualified.

Section 9. Application. The parties agree that the applicable periods of probation for employees are intended to be periods of actual service enabling the School District to have the opportunity to evaluate an employee's performance. The parties agree that periods of time for which the employee is on leave under this Article shall not be counted in determining the completion of the probationary period.

Section 10. Retention of Earned Benefits. Leave of absence under this Article will not constitute a break in employment for purposes of seniority. An employee who returns to work from an unpaid leave within the provisions of this Article shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for unpaid leave.

Section 11. Insurance Participation. An employee on unpaid leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such program as the employee wishes to retain, commencing with the beginning of the unpaid leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the School District pursuant to this section.

ARTICLE XI – PROBATION, DISCIPLINE AND DISCHARGE

Section 1. Probationary Period. Each new employee shall serve a probationary period of six (6) months of continuous service in the School District. During the probationary period the School District shall have the unqualified right to discipline or discharge such employee without recourse to the grievance procedure.

Section 2. Completion of Probationary Period. Employees who complete a successful probationary period shall be regarded as regular employees and will be disciplined or discharged only for cause as outlined below.

Section 3. Probationary Period After Promotion. An employee promoted to a higher classified position shall be on probation for sixty (60) workdays during which period the Employer shall have the right to return the employee to his/her former position. This right is not subject to the grievance procedure.

Section 4. Employee Discipline. After an employee has completed the probationary period, the Employer may discipline or discharge an employee only for just cause. Disciplinary action shall normally include the following actions and will normally be taken in the following order, except in cases of serious misconduct:

1. Oral reprimand
2. Written reprimand
3. Suspension without pay
4. Discharge

Employees who are subject to the above actions shall have the right to union representation, if desired, at any meetings with the district's representative(s).

ARTICLE XII – SENIORITY AND LAYOFF

Section 1. Application. The parties recognize the principle of seniority in the application of this Article, by Class on Schedule A, provided the employee is fully qualified to perform the duties and responsibility of the position. This section shall be applicable in a reduction of hours only if the reduction causes the employee to lose eligibility for benefits under this Agreement or if an employee's hours are reduced by more than 25% of the employee's existing time.

Section 2. Layoff. In the event of a layoff, an employee losing a position within classification, may exercise seniority in a lower classification, provided the employee is fully qualified to perform the duties and responsibilities of such position. A reassignment to an equivalent position shall not constitute a layoff pursuant to this Article. An employee may not exercise seniority in a higher classification in the event of a layoff. The School District shall provide any employee who is to be laid off with two (2) weeks written notice of the proposed layoff.

In the event an employee is bumped into a lower classification due to seniority, his/her rate of pay prior to reclassification will be maintained for twelve months, after which the rate of pay will reflect the new classification.

Section 3. Recall. An employee on layoff shall retain seniority and right to recall within classification in seniority order for vacancies which occur in the School District for a period of eighteen (18) calendar months after the date of layoff, provided the employee is qualified to perform the duties and responsibilities of the position. An employee with recall rights shall maintain a current mailing address on file with the School District and failure

to accept recall within ten calendar days shall cause forfeiture of the employee's further recall rights. The School District will not employ a new person in a vacant position as long as an employee on layoff pursuant to this Article is qualified to perform the duties and responsibilities of the position and accepts recall as provided herein.

Section 4. Seniority Date. Employees shall acquire seniority within their classification category upon completion of the probationary period as defined in Article XI. Upon acquiring seniority, an employee's seniority date shall relate back to the first date of continuous service in the School District in a classification covered by this Agreement (See Schedule A). If more than one employee commences work on the same date in a classification category, the tie shall be broken by using the last four digits of the employees' social security numbers, recognizing the employee with the higher number as the most senior**.**

Section 5. Seniority List. On or about November 1 of each year the School District shall post a seniority list for each job classification. An employee who disagrees with the posted seniority list will have twenty (20) working days from the date of the posting to supply written documentation or other proof to the School District in an effort to resolve any dispute. If the dispute is not resolved within those twenty (20) days, an employee shall have an additional twenty (20) days to challenge their seniority listing through the grievance process. If no challenges are made within twenty (20) days of posting, the seniority list is final.

ARTICLE XIII – VACANCIES AND POSTING

Section 1. Postings of Vacancies or New Positions. All vacancies and new positions within the bargaining unit, which are anticipated to be at least 45 consecutive days in duration, will be posted for at least five (5) working days during the school year and ten (10) working days during the summer recess. For purposes of this Article, the term "vacancy" shall mean a position where no employee is holding a claim to the position, i.e., leave of absence, or a current position where an increase in hours will make the position eligible for an increased level of benefits under Article VIII.

Section 2. Application for Vacancies. It is the right of the School District to select the best qualified candidate for an open position. All applications will be considered by the School District and final decision for employment, advancement, transfer or promotion will be made by the School District after considering the qualifications of all applicants. Qualifications of applicants will include background, training, seniority, experience, education, aptitude for the position and testing results. If it is determined by the School District that two or more internal candidates are equally qualified for an opening, the senior qualified employee will be assigned to the position.

Section 3. Temporary Assignment. The School District may fill a vacancy or new position, temporarily, pending completion of the assignment process.

Section 4. Reassignment. The School District may assign staff within job classification so as to best meet the needs of the District. Except in the case of an emergency, an

employee proposed to be reassigned by the School District will normally be given at least ten (10) calendar days' notice of the proposed reassignment. Prior to the reassignment becoming final, the employee will have the right to request a meeting with the Supervisor, the Executive Director of Human Resources or designee and a union representative to discuss the reassignment.

Section 5. Reemployment After Resignation. If an employee covered by this Agreement, except for a temporary employee, voluntarily terminates employment from a bargaining unit position and is subsequently re-employed by the district in this bargaining unit within eighteen (18) months from the date of termination, the employee shall be reinstated without loss of seniority and at the same wage as of the date of termination. If re-employed at the same or lower classification, the employee will not be required to serve a new probationary period.

ARTICLE XIV – SEVERANCE PAY/ WELLNESS PAY / 403B

Section 1. Severance Pay.

Subd. 1. Eligibility. Employees hired before June 30, 2010, who elected to receive severance based on their uncapped accumulative leave balance and to forego 403b contributions (Option 1), shall be eligible for severance pursuant to the Severance MOA attached as Appendix B. All other employees shall be eligible for severance as follows:

Employees meeting the following requirements shall be eligible for severance pay pursuant to the provisions of this section, upon submission of a written resignation accepted by the School District:

a. Employees who have completed at least fifteen (15) years of continuous service with the School District and who are immediately eligible for a state retirement annuity benefit;

b. Any year in which an employee is on a full year leave of absence will not be counted as an eligible year of service but will not constitute a break in service.

c. Any years of service by an employee prior to their current seniority date will not be counted as years of service for purposes of this section.

d. Employees who become and remain totally and permanently disabled while employed by the School District after meeting the eligibility requirements of this section;

e. Employees whose death occurs while employed by the School District after meeting the eligibility requirements of this section.

f. An employee will only be eligible for severance pay benefits under this section one time during their employment with the District.

Subd. 2. Calculation of Severance Pay.
An employee meeting the eligibility requirements of Section 1, Subdivision 1, at the time of resignation, retirement, disability or death, shall receive severance pay as follows:

a. $300 per year of qualifying service;

b. Total severance pay under this section will not exceed $15,000 for any eligible employee.

Subd. 3. Ineligibility.
Severance pay under this section shall not be granted to any employee who is discharged by the School District.

Subd. 4. Payment.
a. Severance Pay under this section shall be paid by the School District into the employee's Minnesota Health Care Savings Plan (MHCSP) within sixty (60) days of retirement.

b. If an employee completes and qualifies for a waiver of participation based on the health care savings plan criteria, and the waiver is presented to the School District at least two (2) months in advance of the employee's retirement date, payment under this section shall be paid directly to the employee in one lump sum within sixty (60) days of retirement.

c. If an employee who is eligible for severance pay under this article dies prior to submitting a notice of resignation or retirement, or after submitting notice but prior to the anticipated retirement date, severance pay will be paid to the employee via payroll or to the employee's estate and not to the MHCSP.

Section 2. Wellness Pay. Employees eligible for severance pay under this article, shall receive annual wellness pay for all accrued accumulative leave days in excess of 60 as calculated on June 30th each year. The school district will pay out an amount equal to the total number of excess days multiplied by the employee's hourly rate times ~~.6~~ .8 by August 31st of each year, into the employee's Minnesota Health Care Savings Plan (MHCSP).

Note: Employees eligible for wellness pay under this section who had accrued more than sixty (60) days of accumulative leave as of June 30, 2010, received wellness pay for up to twelve days pursuant to this section, and all additional days were placed in a sick leave bank that will be available to the employee for sick leave should their accrued balance of accumulative leave be exhausted. Days in the sick leave bank shall not be eligible for payout as severance or wellness pay.

Section 3. 403b Plan.

Subd. 1. Participation. Employees who are regularly employed as a member of this bargaining unit shall be eligible to participate in a 403b plan pursuant to Minnesota Statutes §356.24.

Subd. 2. Matching Contribution Plan. Beginning with open enrollment during the 2020-2021 school year, the School District will match employees' annual contributions for employees who are benefit eligible under Article VIII based on their current year of employment in the School District. The School District matching amount shall not exceed the Annual Maximum Match Amount set forth below:

	Maximum Match Amount	
Years of Service	**Annual**	**Cumulative**
0 years to three (3) years	$-0-	$ -0-
Four (4) – Eight (8) years	$500	$ 2,500
Nine (9) – Thirteen (13) years	$600	$ 3,000
Fourteen (14) – Eighteen (18) years	$700	$ 3,500
Nineteen (19) plus years	$900	$ 8,000
		$17,000

Employees eligible for severance pay pursuant to Section 1, Subd. 2. A. of this Article shall not be eligible for a 403b Match.

Subd. 3. The maximum career matching contribution by the School District shall be $17,000.

Subd. 4. A salary reduction authorization agreement must be completed by the eligible employee by October 1 for the employee to participate in the 403b Matching Contribution Plan for that school year.

Subd. 5. The school District will provide notice to participating employees when they become eligible for an increased level of matching contribution.

Subd. 6. Employees on unpaid leaves may not participate in the matching program while on leave.

ARTICLE XV – MISCELLANEOUS

Section 1. Medical Examination. An employee whose condition of physical or mental health is thought to be adverse to the welfare of pupils or other employees may be required to undergo a health examination by a licensed physician at the expense of the School District.

Section 2. Uniforms. All custodians are required to wear School District issued identification tags and approved uniforms during the regular work hours. Uniform

requirements shall be established by the School District after consultation with the Labor Management Committee (See Appendix C).

Subd. 1. All uniforms issued shall be furnished at School District expense. Custodians will be held responsible for keeping their uniforms clean, neat and of proper fit.

Subd. 2. Employees will receive a one hundred ($100) dollar allowance per fiscal year for the purchase of approved safety shoes. This amount may be rolled over for up to one year.

Section 3. Mileage Reimbursement. Employees of this unit who are authorized to use their own automobile in the performance of their duties will be reimbursed for all authorized travel at the rate established by the School District.

Section 4. Copies of the Bargaining Agreement. The School District will provide the bargaining unit with copies of the Bargaining Agreement for each building and for each union steward within forty-five (45) days of ratification by the School Board. The approved Bargaining Agreement will also be available on the School District website.

Section 5. Retiree Recognition. The District will initiate an Employee Recognition program designed to acknowledge and commend service to District 742 schools.

ARTICLE XVI – GRIEVANCE PROCEDURE

Section 1. Grievance Definition. A “grievance” shall mean an allegation by an employee resulting in a dispute or disagreement between the Union and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative. The Union or School District may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 3. Definitions and Interpretations.

Subd. 1. Extension. Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days. Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays excluding Saturdays and Sunday and legal holidays as designated by state law.

Subd. 3. Computation of Time. In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal

holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark. The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

Section 4. Time Limitation and Waiver. Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and specific provision(s) of the Agreement allegedly violated and the particular relief sought, within twenty (20) days after the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee. By written mutual agreement, the parties may waive any step and/or extend any time limits of the grievance procedure.

Section 5. Adjustment of Grievance. The School District and the employee shall attempt to adjust all grievances that may arise during the course of employment of any employee within the School District as follows. All grievances at all levels shall be filed with the Executive Director of Human Resources.

Subd. 1. Informal. The Employee(s) and union will attempt to resolve an alleged grievance with the School District through informal means by meeting with the employee's building administrator within ten (10) days of the event giving rise to the concern.

Subd. 2. Level I. If the grievance is not addressed through informal discussion, the grievance shall be filed in writing with the Executive Director of Human Resources or designee. The Executive Director may call a meeting within ten (10) days after receiving the written grievance. Following this meeting the Executive Director shall have five (5) days to provide a written decision on the grievance to the parties involved.

Subd. 3. Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such an appeal is made in writing within ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her designee shall issue a decision, in writing, to the parties involved.

Subd. 4. Level III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such an appeal is made in writing within ten (10) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School District shall hear the grievance within twenty (20) days after the receipt of the appeal. Within twenty (20)

days after the meeting the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School District may be designated by the School Board to hear the appeal at this level, and report its findings and recommendations to the School District. The School District shall then render its decision.

Section 6. Denial of Grievance. Failure of the School District or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the employee may appeal it to the next level.

Section 7. Arbitration Procedures. In the event that the employee and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request. A request to submit a grievance to arbitration must be in writing, signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required. No grievance shall be considered by the arbitrator that has not been duly processed in accordance with these grievance procedures and appeal provisions.

Subd. 3. Selection of Arbitrator. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner of the Bureau of Mediation Services to submit a panel of seven arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days after request for arbitration. The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. Within ten (10) days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking shall be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing. The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they may choose to designate, and the parties shall have the right to a hearing, at which time both parties shall have the opportunity to submit evidence, offer testimony and make oral and written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision. The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the P.E.L.R.A.

Subd. 6. Expenses. Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expense that the party incurs in connection with presenting its case for arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording, if requested by either or both parties, and any other expense that the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 8. Mediation. By written mutual agreement the parties may waive any step or suspend any timeline in order to submit a grievance to mediation by filing a joint petition with the Commissioner of Mediation Services.

ARTICLE XVII – DURATION

Section 1. Term and Reopening Negotiations. This Agreement shall remain in full force and effect for a period commencing on July 1, 2023, through June 30, 2025, and thereafter pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect. This Agreement constitutes the full and complete Agreement between the School District and the Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreement, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality. Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability. The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any such circumstances is held to be invalid or void, it shall not affect any other provision of this Agreement or the application of any provision thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

FOR:

Operating Engineers No. 49
2829 Anthony Lane South
Minneapolis, Minnesota 55418

Union Steward

Union Steward

Union Business Agent

Union Business Manager

FOR:

St. Cloud Area School District 742
1201 Second Street South
Waite Park, MN 56387

Chair

Clerk

Chief Board Negotiator

Dated: 10/4/2023

APPENDIX A

July 1, 2023 – June 30, 2025

CUSTODIAL WAGE SCHEDULE

NEW EMPLOYEE PAY LEVELS

2023-2024

Class	1	2	3	4	5	6	7
Step	Warehouse Asst Custodian Delivery Driver	Groundskeeper Head Warehouse Head Custodian	Carpenter	Head Carpenter	Assistant Engineer Head Grounds	Head Engineer Journeyman Electrician	Master Electrician
	16.52	17.60	17.85	18.77	20.50	23.50	27.50

2024-2025

Class	1	2	3	4	5	6	7
Step	Warehouse Asst Custodian Delivery Driver	Groundskeeper Head Warehouse Head Custodian	Carpenter	Head Carpenter	Assistant Engineer Head Grounds	Head Engineer Journeyman Electrician	Master Electrician
	16.85	17.95	18.21	19.14	20.91	23.97	28.05

**Substitute Custodians shall be compensated at a rate of $16.00 per hour for 2023-2024 and $16.25 per hour for 2024-2025. The School District may adjust this rate at its discretion but the rate shall not exceed the starting pay for custodians who are regular employees of the district.

APPENDIX B

School Closing Plan • Flexible Learning Days • 2023-2024

In an effort to continue student learning in the event of weather related school closings, St. Cloud Area Schools will continue using Flexible Learning Days during the 2023-2024 school year for inclement weather day closings pursuant to Minn. Stat. §120A.414 as follows:

Make-Up Plan:

- The first five weather related closings will generally be shifted to Flexible Learning Days as long as there is no interruption of power and/or internet service that would interfere with distance learning. At the discretion of the Superintendent, a full school closing day may be called instead if the timing or circumstances surrounding the weather event compromises the ability to deliver effective instruction as a Flexible Learning Day.

- Additional weather related school closing days will be determined by the Superintendent and make-up time for students and/or staff will be determined by the Superintendent in consultation with the School Board.

During a Flexible Learning Day, students and licensed staff will have the following expectations:

Student Expectations

In the event of a cancelled school day that requires a Flexible Learning Day, families will be informed by an automated message that St. Cloud School District 742 is activating a Flexible Learning Day at least two hours prior to the start of the regular school day.

Pre-School

Pre-school students will access and complete a series of preassigned learning activities that will be made available to students in home packets or on the ISD 742 website when predicted weather conditions make school closing likely.

K-5 Students

Students in grades K-5 will access assignments on student devices via the Learning Management System (LMS) or complete a series of preassigned learning activities that will be made available to students in home packets or on the ISD 742 website if devices were not sent home with students. Licensed staff will post learning activities to LMS by 9:00 AM on the day of a Flexible Learning Day.

Secondary Students

Students in grades 6 -12 will access assignments on student devices via the Learning Management System (LMS). Licensed staff will post learning activities on LMS by 10:00 AM on the day of a Flexible Learning Day.

Licensed staff members will be available during student contact hours to answer student questions and provide guidance via email and the LMS. Accommodations for students who receive special education and EL services will be provided. If additional accommodations are needed, they can be addressed by teaching staff when the student returns to school.

Licensed Staff Expectations

Licensed staff who are unable to teach on a Flexible Learning Day due to a discretionary day, illness or medical appointment for themselves or a family member, or other absence reason, must request time off in Skyward and post the learning activities for the day on the Learning Management System (LMS) in lieu of posting sub plans. In addition, staff should email the principal and lead secretary so they are aware the employee will not be available for student or parent contact.

Licensed staff who are on duty during a Flexible Learning Day must be in service during their regular teacher duty day and will complete the following:

Early Childhood Staff
Early Childhood staff will make a plan for their work on a Flexible Learning Day with their administrator/supervisor.

K-5 Staff
Licensed staff of students in grades K-5 will post learning activities on LMS by 9:00 AM on the day of a Flexible Learning Day. Licensed staff must be available during the student contact day by email, school district phone message and/or LMS to answer questions and assist students. Time not engaged in posting lessons or in direct contact with students may be used for planning and preparation time. Each classroom teacher who serves students is responsible for posting lessons, grading, and completing attendance on Flexible Learning Days.

Secondary Staff
Licensed staff of students in grades 6 -12 will post learning activities on LMS by 10:00 AM on the day of a Flexible Learning Day. Licensed staff must be available during the student contact day by email, school district phone message and/or LMS to answer questions and assist students. Time not engaged in posting lessons or in direct contact with students may be used for planning and preparation time. Teachers are responsible for completing attendance on Flexible Learning Days.

Non-Instructional Licensed Staff
Non-Instructional licensed staff (e.g. counselors, school psychologists, social workers, nurses, SLPs, OT/PTs, autism specialists, media specialists, technology integrationists, SEL/Focus teachers, ADSIS teachers, grade level leads, math and literacy specialists, EL coordinators, etc.) will make a plan for their work on a Flexible Learning Day with their administrator/supervisor.

Part-Time Teaching Staff
Part-time contract teachers will be available during their regularly scheduled duty hours.

All licensed staff are encouraged to also use the work day to make contact home to update families on positive student performance and progress.

Non-Licensed Staff Expectations

10 Month Non-Licensed Staff Expectations:
In the event of a Flexible Learning Day, 10-month non-licensed staff will not report to work on-site and will work as follows:

1. Staff who can work effectively from home may do so with the pre-approval of their supervisor (e.g. clerical, head cooks, BRS, BCSS, BTIs, interpreters, instructional paras, clerical paras LPNs, mental health support staff, EEOCs, family advocates and deans).

2. Non-licensed staff who do not support instruction, whose regular work cannot be performed at home (e.g. bus drivers, nutritional services, transportation paraeducators, door monitors, CSO's), shall receive full pay for the Flexible Learning Day.

12 Month Non-Licensed Staff Expectations:
In the event of a Flexible Learning Day, 12-month non-licensed staff who can report to work safely may do so (e.g. custodians and engineers). 12-month non-licensed staff who can work from home may do so with the approval of their supervisor (e.g. clerical, non-represented 12 month employees). Staff who cannot report and whose work cannot be performed at home, shall receive full pay for the Flexible Learning Day. Employees who choose not to work from home on a snow or ice closing Flexible Learning Day, may use accumulative or other paid leave time to make up for any hours lost.

Minnesota Statute For Reference:

120A.414 E-LEARNING DAYS.

Subd. 1.Days.
"E-learning day" means a school day where a school offers full access to online instruction provided by students' individual teachers due to inclement weather. A school district or charter school that chooses to have e-learning days may have up to five e-learning days in one school year. An e-learning day is counted as a day of instruction and included in the hours of instruction under section 120A.41.

Subd. 2.Plan.
A school board, including the board of a charter school, may adopt an e-learning day plan after consulting meeting and negotiating with the exclusive representative of the teachers. A If a charter school's teachers are not represented by an exclusive representative, the charter school may adopt an e- learning day plan after consulting with its teachers. The plan must include accommodations for students without Internet access at home and for digital device access for families without the technology or an insufficient amount of technology for the number of children in the household. A school's e-learning day plan must provide accessible options for students with disabilities under chapter 125A.

Subd. 3.Annual notice.
A school district or charter school must notify parents and students of the e-learning day plan at the beginning of the school year.

Subd. 4.Daily notice.
On an e-learning day declared by the school, a school district or charter school must notify parents and students at least two hours prior to the normal school start time that students need to follow the e-learning day plan for that day.

Subd. 5.Teacher access.
Each student's teacher must be accessible both online and by telephone during normal school hours on an e-learning day to assist students and parents.

Subd. 6 Other school personnel.
A school district or charter school that declares an e-learning day must continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the e-learning period. During the e- learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

APPENDIX C

District 742 Custodial Dress Code

Our goal is to present a clean, professional, and well-groomed appearance at all times. The following lists our expectations.

1. A clean uniform must be worn every day. The uniform should be worn only to work.

2. **Shirts:** Employees will be reimbursed for up to six blue port authority performance polo shirts or button down twill shirts purchased from the Shop742 store on the district website each year at the following link: https://magneticspark.tuosystems.com/stores/isd-742.

   Employees may also wear their district issued 742 themed t-shirt as an option. Newly hired employees will receive two shirts upon hire and be reimbursed for four additional shirts. Substitute custodians shall be issued two shirts upon hire but shall not be eligible for reimbursement for additional shirts.

3. **Shoes:** Engineers, trades, and grounds staff are required to wear safety shoes. Custodians at a minimum should wear predominately leather, slip-resistant, foot ware. Footware must be closed toe, no open back, and low heeled and have non-slip soles. All employees in this unit are eligible to receive a one hundred ($100) reimbursement for the purchase of safety shoes. This amount may be rolled over for up to one year.

4. **Leg Covering Clothing:** Clothing should cover the legs. Mid-calve capris and long skirts are allowed. Employees may wear shorts during periods of warm weather except while performing safety sensitive tasks (e.g. push mowing, weed trimming, tree trimming, etc). Clothing should be loose style and made of woven material. Leggings or stretch pants are not acceptable.

5. **Other Clothing Information:** Clothing may NOT have any holes, rips, tears, loose threads, or embellishments. Clothing will be clean, free from stains, and wrinkle free.

6. Loose jewelry should not be worn when it could be a hazard while working with equipment and machinery.

7. Eye, ear, and breathing protection will be provided by the school district and must be worn when situations require PPE.

MEMORANDUM OF AGREEMENT

Between

International Union of Operating Engineers, Local No. 49
and
St. Cloud School District No. 742

WHEREAS, the International Union of Operating Engineers, Local No. 49 is the Exclusive Representative of the Custodial Unit ("Union") in Independent School District No. 742, St. Cloud ("District"); and

WHEREAS, Independent School District 742, St. Cloud ("District") and the Union have negotiated a collective bargaining agreement ("CBA") for 2023-2025 contract period; and

WHEREAS, the 2023-2025 CBA between the District and Union increased the single health insurance contribution to $615.00 per month to match the contribution to the teachers per the collective bargaining agreement between the SCEA and the District, and made no increases to the family health insurance contribution which already matched the teacher contribution; and

WHEREAS, the District is committed to maintaining health insurance contributions for all employees that match the contributions to the teachers under the CBA between the District and the SCEA.

WHEREAS, the District and the SCEA have not yet negotiated a CBA for 2023-2025.

NOW, THEREFORE, the District and the Union agree as follows:

> Should the settlement of the 2023-2025 CBA between the SCEA and the District include an increase in health insurance contributions for family coverage, the District shall match that increase for this Union effective with the date of those changes for the SCEA, and the CBA shall be revised accordingly.

By signing below, each party represents that it has read, understands, and agrees to be bound by the terms of this Memorandum of Agreement.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 49

Date: 10/4/2023

by _____

Its Business Agent

INDEPENDENT SCHOOL DISTRICT NO. 742, ST. CLOUD

Date: 10/4/2023

by _____

Its Board Chair

MEMORANDUM OF AGREEMENT

Between
International Union of Operating Engineers, Local No. 49
and
St. Cloud School District No. 742

WHEREAS, Local No. 49, is the bargaining unit recognized by the School District as the exclusive representative of the custodians and engineers employed by the School District;

WHEREAS, the parties have reached full agreement on the terms and conditions of the 2023-2025 Collective Bargaining Agreement;

WHEREAS, the parties have reached additional agreements that are best addressed through this Memorandum of Agreement.

NOW, THEREFORE, the parties stipulate and agree as follows:

1. The District will pay for employees of this unit to complete continuing education courses for the renewal of a certification or license required for their position. Employees must request approval for the courses in advance and must provide proof of completion of the course and renewal of the applicable license or certification.

2. **Engineer Academy**
   District 742 is committed to providing advancement opportunities for members of this unit. As such, an Engineer Academy has been developed and will provide the following:
   - Three candidates may enroll per session in the engineer academy.
   - Each candidate will be provided with training materials at no cost.
   - Each candidate will attend two days of boiler preparation training. The District will pay for the training and mileage. Candidates will be able to use "School Business" for the two days of training.
   - Fees for up to two exams, mileage, and time away from work for testing will be the responsibility of the District. Additional exam fees may be covered by the District with the approval of the Executive Director of Operations.
   - The District will make provisions to arrange work assignments during summer and school breaks to assist with the shadowing requirement for advancing to additional levels of licensing, and will work to ensure, to the fullest extent possible, that apprentice engineers complete their required training hours with a single engineer by making building assignments that will support that opportunity.

3. These agreements shall be in effect throughout the 2023-2025 contract period and will be subject to review and reconsideration following the expiration of this agreement on June 30, 2025.

The signatures below represent that all parties understand and agree to the above-described terms.

Dated: 10/4/2023

FOR:
Operating Engineers No. 49

Union Business Agent

FOR:
St. Cloud Area School District 742

Superintendent

MEMORANDUM OF AGREEMENT

Between
International Union of Operating Engineers, Local No. 49
and
St. Cloud School District No. 742

WHEREAS, the International Union of Operating Engineers, Local No. 49 is the Exclusive Representative of the Custodial Unit ("Union") in Independent School District No. 742, St. Cloud ("District"); and

WHEREAS, the parties have completed bargaining of the Collective Bargaining Agreement ("CBA") for the 2021-2023 contract period; and

WHEREAS, the CBA for the 2021-2023 contract period includes a change in the method of calculation for severance pay pursuant to Article XIV, Section 1; and

WHEREAS, the parties wish to give longstanding employees who hold the unlimited accumulative leave severance plan (Option 1) the maximum severance payment available under the language of the 2021-2023 severance provision, or the 2019-2021 severance provision, whichever is greater;

NOW, THEREFORE, the District and the Union agree as follows:

1. Employees of the unit who elected the Option 1 Severance Plan in 2010, will have their severance payment calculated pursuant to the language of Article XIV, Section 1 of the 2019-2021 CBA (See Exhibit 1), and under Article XIV, Section 1 of the 2021-2023 CBA, and shall receive as severance pay the greater of the two calculations. Employees who are eligible for severance pay under this paragraph are as follows:

A. Nickey Bruns
B. Gary Eikmeier
C. Billy Fritz
D. Steven Hehn
E. Kelly Henry
F. Gerald Horsch
G. Steven Kortenbusch
H. James Luke
I. Tyrone Reed
J. Joseph Roering
K. Donald Updike
L. Thomas Wehlage
M. Gary Zormeier

2. These agreements shall not be subject to the grievance provisions of the contract.

By signing below, each party represents that it has read, understands, and agrees to be bound by the terms of this Memorandum of Understanding.

Signed and Dated: 12/15/2021

EXHIBIT 1

2019-2021 SEVERANCE PROVISION
ARTICLE XIV
SEVERANCE PAY/ WELLNESS PAY / 403B

Section 1. Severance Pay.

Subd. 1. Eligibility. Employees meeting the following requirements shall be eligible for severance pay pursuant to the provisions of this section, upon submission of a written resignation accepted by the School District:

g. Employees who have completed at least ten (10) years of continuous service with the School District who are immediately eligible for a state retirement annuity benefit;

h. Employees who become and remain totally and permanently disabled while employed by the School District;

i. Employees whose death occurs while employed by the School District.

Subd. 2. Calculation of Severance Pay.

a. **Employees hired prior to July 1, 2010 who do not receive a 403b match** shall receive as severance pay upon his/her retirement, the amount obtained by multiplying the number of his/her accrued accumulative leave days times his/her daily rate of pay at the time of retirement, disability or death.

b. **Employees hired prior to July 1, 2010 who receive a 403b match** shall receive as severance pay upon his/her retirement, the amount obtained by multiplying the number of his/her accrued accumulative leave days up to 60 days times his/her daily rate of pay at the time of retirement, disability or death, times the percentage determined by the employee's years of service on his/her last day of employment.

10 full years of service	40%
15 full years of service	50%
20+ full years of service	60%

c. **Employees hired on or after July 1, 2010**, shall receive as severance pay upon his/her retirement, the amount obtained by multiplying the number of his/her accrued accumulative leave days up to 60 days, times his/her daily rate of pay at the time of retirement, disability or death, times the percentage determined by the employee's years of service on his/her last day of employment.

10 full years of service	40%
15 full years of service	50%
20+ full years of service	60%

Subd. 3. Ineligibility.
Severance pay under this section shall not be granted to any employee who is discharged by the School District.

Subd. 4. Payment.

d. Severance Pay under this section shall be paid by the School District into the employee's Minnesota Health Care Savings Plan (MHCSP) within sixty (60) days of retirement.

e. If an employee completes and qualifies for a waiver of participation based on the health care savings plan criteria, and the waiver is presented to the School District at least two (2) months in advance of the employee's retirement date, payment under this section shall be paid directly to the employee in one lump sum within sixty (60) days of retirement.

f. If an employee who is eligible for severance pay under this article dies prior to submitting a notice of resignation or retirement, or after submitting notice but prior to the anticipated retirement date, severance pay will be paid to the employee via payroll or to the employee's estate and not to the MHCSP.

Section 2. Wellness Pay. Beginning July 1, 2010, employees eligible for severance under Section 1, Subd. 2 b. or Subd 2 c. of this Article will receive annual wellness pay for all accrued accumulative leave days in excess of 60 as calculated on June 30th each year. The school district will pay out an amount equal to the total number of excess days multiplied by the employee's hourly rate times .6 by August 31st of each year, into the employee's Minnesota Health Care Savings Plan (MHCSP).

Note: Employees eligible for wellness pay under this section who had accrued more than sixty (60) days of accumulative leave as of June 30, 2010, received wellness pay for up to twelve days pursuant to this section, and all additional days were placed in a sick leave bank that will be available to the employee for sick leave should their accrued balance of accumulative leave be exhausted. Days in the sick leave bank shall not be eligible for payout as severance or wellness pay.